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U.S. DISTRICT COURT
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5. Defendants deny that Plaintiff or any other putative class members is owed any damages. Defendants admit the remaining allegations of this paragraph concerning this Court's subject matter jurisdiction.
6. Defendants admit that venue is appropriate in this District and Division.
7. Defendants admit the allegations of this paragraph with respect to Ticketmaster L.L.C. and Ticketmaster f/k/a Ticketmaster Online-City Search, Inc. but deny the allegations with respect to Ticketmaster Group, Inc.
8. Defendants admit the allegations of this paragraph with respect to Ticketmaster L.L.C. and Ticketmaster f/k/a Ticketmaster Online-City Search, Inc. but deny the allegations with respect to Ticketmaster Group, Inc.
9. Defendants deny the allegations of this paragraph.
10. Defendants admit the allegations of this paragraph.
11. Defendants admit the allegations of this paragraph.
12. Defendants admit the allegations of this paragraph.
13. Defendants admit that Ticketmaster and its outlets have sold tickets that included, as components, a ticket price set by the owner or promoter of the concert or show and a customer convenience charge. Defendants deny the remaining allegations.
14. Defendants admits that Ticketmaster L.L.C. derives revenue primarily from customer convenience charges which are typically shared with retail outlets involved in the applicable sales. Defendants deny the remaining allegations.
15. Defendants admit that Ticketmaster implemented a cash discount program during 1999 at its third-party retail outlets. Defendants deny the remaining allegations of this paragraph.

16. Defendants admit that, since Ticketmaster implemented its cash discount program at its third party retail outlets in 1999, customers who purchased tickets with cash at participating retail outlets paid a price that included a cash discount. Defendants deny the remaining allegations of this paragraph.
17. Defendants deny the allegations of this paragraph.
18. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
19. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
20. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
21. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
22. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
23. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
24. Defendants deny the allegations of this paragraph.
25. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
26. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.

27. Defendants admit that had Plaintiff purchased tickets with cash at a participating retail outlet, she would have paid a price that included a cash discount. Defendants deny the remaining allegations of this paragraph.
28. Defendants admit the allegations of this paragraph.
29. Defendants admit that the contract imposed certain limitations on assessing special charges to consumers using credit cards. However, the contract also specifically permitted cash discounts to be offered. To the extent Plaintiff's allegations in this paragraph omit this additional fact, Defendants deny Plaintiff's allegations as misleading.
30. Defendants deny the allegations of this paragraph.
31. Defendants deny the allegations of this paragraph.
32. Defendants deny the allegations of this paragraph.
33. Defendants admit that the statutes referenced place certain restrictions on merchants imposing certain charges in certain contexts. Defendants deny the remaining allegations of this paragraph.
34. Defendants admit that the various States' statutes appear to derive from TILA and that they include the language quoted in the Complaint, in addition to other language that has not been cited by the Complaint. Defendants, however, deny the remaining allegations of this paragraph.
35. Defendants admit that Plaintiff makes certain allegations in this case.
36. Defendants admit that Plaintiff has defined the proposed Class in the manner specified by the Complaint.
37. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.



38. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
39. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
40. Defendants deny the allegations of this paragraph.
41. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
42. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
43. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
44. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
45. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
46. Defendants deny having made any unlawful credit surcharges on Plaintiff or any other proposed class member. However, Defendants admit that, if Plaintiff or any other members of the proposed class was damaged at all, their alleged damages would be very small. Defendants deny the remaining allegations of this paragraph.
47. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
48. Defendants deny having assessed any illegal funds from Plaintiff or any other proposed class member. Defendants are without knowledge or information sufficient to form a

belief as to the truth of the remaining allegations of this paragraph, and therefore deny same.

49. Defendants admit that Plaintiff's Complaint makes certain allegations but denies the truth of the allegations.
50. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
51. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.
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60. Defendants deny the allegations of this paragraph.
61. Defendants deny the allegations of this paragraph.
62. Defendants deny the allegations of this paragraph.

63. Defendants deny that Plaintiff, in either capacity, is entitled to any of the relief requested in her prayer.

For these reasons, Defendants pray that this Court enter judgment that Plaintiff take nothing by her claims and that Defendants be discharged with their costs of Court taxed against Plaintiff. Defendants further pray for any additional or alternative relief to which they might be justly entitled.



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ATTORNEYS FOR DEFENDANTS


CERTIFICATE OF SERVICE

I served this document on all counsel of record by fax and first class mail on this 6th day of February, 2001.



James M. Underwood

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